

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 2020-290-T - ORDER NO. 2021-\_  
March 26, 2021

|  |   |                   |
|--|---|-------------------|
| IN RE: Application of All My Sons Moving & | ) | ORDER APPROVING   |
| Storage of Greenville, LLC to Amend Tariff | ) | TARIFF AMENDMENTS |
|  | ) |                   |

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**I. INTRODUCTION**

This matter comes before the Public Service Commission of South Carolina ("Commission") on the Application of All My Sons Moving & Storage of Greenville, LLC (hereinafter referred to as "Applicant"). By its Application, APPLICANT seeks approval of an increase in hourly rates and other minor tariff changes.

**II. FACTS AND PROCEDURAL HISTORY**

APPLICANT was granted authority to transport household goods statewide by Commission Order No. 2017-571, in Docket No. 2006-241-T. APPLICANT currently operates under PSC/ORS Certificate No. 9715-G.

APPLICANT filed its Application with the Commission to Amend its Tariff on December 10, 2020. By letter dated December 16, 2020, the Clerk's Office of the Commission instructed APPLICANT to publish the Notice of Filing ("Notice") in newspapers of general circulation in the areas affected by the Application. Among other things, the Notice summarized the Applicant's proposed changes and advised any person who desired to participate as a party of record to file a Petition to Intervene on or before January 21, 2021.

APPLICANT was required to publish the Notice on or before December 31, 2020 and provide proof of publication no later than January 21, 2021. Notice was timely published. APPLICANT-Greenville filed its Affidavit of Publication on January 6, 2021. Notice was published in *The Greenville News* on December 31, 2020. No person intervened as a party of record. Applicant filed a revised Amended Tariff on March 2, 2021, that corrected certain clerical errors.

The South Carolina Office of Regulatory Staff ("ORS"), a party of record pursuant to S.C. Code Ann. § 58-41-10(B) (Supp. 2019), completed a review of the proposed tariff and filed its Impact Study with the Commission on March 9, 2021. By Commission Directive dated March 24, 2021, the Commission approved the proposed tariff.

### III. EVIDENCE OF RECORD

APPLICANT has an approved tariff on file with the Commission. The Applicant's proposed new rates are as follows:

**Packing/Moving/Labor Rates:**

- A. October 1 through March 15 (Off-Peak)
1. Monday through Thursday

| Number of Movers + Van | Hourly Rate |
|------------------------|-------------|
| Van + 2 men            | \$119.00    |
| Van + 3 men            | \$149.00    |
| Van + 4 men            | \$179.00    |

2. Friday through Sunday

| Number of Movers + Van | Hourly Rate |
|------------------------|-------------|
| Van + 2 men            | \$129.00    |
| Van + 3 men            | \$159.00    |
| Van + 4 men            | \$189.00    |

Note: First 3 days and last 3 days of each month and Holidays will be charged Friday through Sunday rates.

B. March 16 through September 30 (Peak)

1. Monday through Thursday

| Number of Movers + Van | Hourly Rate |
|------------------------|-------------|
| Van + 2 men            | \$129.00    |
| Van + 3 men            | \$169.00    |
| Van + 4 men            | \$199.00    |

2. Friday through Sunday

| Number of Movers + Van | Hourly Rate |
|------------------------|-------------|
| Van + 2 men            | \$139.00    |
| Van + 3 men            | \$179.00    |
| Van + 4 men            | \$209.00    |

Notes:

#1 - \$50.00 charge per hour per additional man.

#9 - For all active members of the Armed Forces, Veterans, and senior citizens, the carrier will provide a \$50.00 discount.

The ORS conducted a compliance review with Applicant on January 14, 2021. Its Impact Study revealed that APPLICANT was in compliance with the Commission's rules and regulations. Furthermore, ORS advises that APPLICANT is currently in compliance with all filing and reporting requirements, and no consumer complaints have been filed against the Applicant within the past twelve months.

Lastly, from the comparison report completed by ORS of the tariff modifications proposed by APPLICANT to the South Carolina Tariff Bureau's ("SCTB") rates, it appears that the rates are generally slightly above the SCTB rates where a comparison rate is available.

#### IV. LAW

The Commission is authorized to fix or approve just and reasonable motor vehicle carrier rates. S.C. Code Ann. § 58-23-1010 (2015) and S.C. Code Ann. Regs. 103-192 (2012). A motor vehicle carrier cannot begin operations until the Commission approves its rates, fares,

and charges or any changes to its rates, fares, and charges. S.C. Code Ann. Regs. 103-130 (2012).

In addition to regulating just and reasonable rates, the Commission also prohibits rate discrimination. Undue preference is not permitted. S.C. Code Ann. Regs. 103-197 (2012). No motor carrier can give unreasonable preference, unjust discrimination, or undue or unreasonable prejudice or disadvantage to any "person, port, gateway, locality, or description of traffic." *Id.*

Similarly, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission. S.C. Code Ann. Regs. 103-198 (2012). This principle is generally known as the filed-rate doctrine. Under this doctrine, a regulated entity is prohibited from charging rates for its services other than those properly filed with the appropriate regulatory authority. 64 Am. Jur. 2d *Public Utilities* §62 (August 2020).

## **V. DISCUSSION**

In the present case, Applicant seeks approval of an increase in its hourly rates and certain minor changes. The proposed increase in hourly rates shows rates within the range of rates of the South Carolina Tariff Bureau. The rates are not discriminatory, and the tariff changes are reasonable. The Applicant is in compliance with all applicable Commission Rules and Regulations and has had no complaints lodged against it. Further, no person or party has stated opposition to approval of the amended tariff.

## **VI. FINDINGS OF FACT**

1. All My Sons Moving & Storage of Greenville, LLC proposes approval of amendments to its tariff with regard to its hourly rates and certain other charges.

2. The amendments are within a reasonable range.

## **VII. CONCLUSIONS OF LAW**

1. The amendments to the Tariff are just and reasonable and non-discriminatory. S.C. Code Ann. § 58-23-1010 (2015) and S.C. Code Ann. Regs. 103-192 (2012).

2. The changes proposed by Applicant should be approved by this Commission and the Revised Amended Tariff, as filed by the Applicant, should be approved.

## **VIII. ORDERING PROVISIONS**

### **IT IS THEREFORE ORDERED THAT:**

1. The Application of All My Sons Moving & Storage of Greenville, LLC to amend its Tariff is granted.
2. The proposed amendments are hereby approved, and the Revised Amended Tariff is approved. A copy of the Revised Amended Tariff is attached as Order Exhibit No. 1.
3. This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:

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Justin T. Williams, Chairman  
Public Service Commission of South Carolina

## **EXHIBIT #1**

**AMS TARIFF NO. 1**

All My Sons Moving & Storage of Greenville, LLC

JOINT AND LOCAL RATES  
APPLYING ON

HOUSEHOLD GOODS

TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE  
TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA  
HOUSEHOLD GOODS TARIFF

EFFECTIVE DATE:

ISSUED BY:

All My Sons Moving & Storage of Greenville, LLC

## All My Sons Moving & Storage of Greenville, LLC

### I. Packing/Moving/Labor Rates:

#### A. October 1 through March 15 (Off Peak)

##### 1. Monday through Thursday

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|------------------------|-------------|
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**Note:** First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

#### B. March 16 through September 30 (Peak)

##### 1. Monday through Thursday

| Number of Movers + Van | Hourly Rate |
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| Van + 2 men            | \$129.00    |
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|------------------------|-------------|
| Van + 2 men            | \$139.00    |
| Van + 3 men            | \$179.00    |
| Van + 4 men            | \$209.00    |

**Note:** First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

### Notes:

- \$50 charge per hour per additional man.



2. Standard rates charged for each additional van. Example: The hourly rate for an offseason weekday move with 2 vans + 4 men is \$238.00 (\$119.00 + \$119.00).
3. 2-hour labor minimum on all moves.
4. 4-hour labor minimum on holidays.
5. A one-time trip charge of one hour (at the applicable hourly rate) will be charged for moves originating within 0-50 miles from the Greenville office / warehouse
6. Round trip travel time will be charged for any move travelling more than 50 miles one way. Round trip travel time is calculated by multiplying the applicable hourly rate times the actual mileage traveled divided by 50. (e.g. 150 miles traveled / 50 = 3 x \$119 (off peak weekday van + 2 men) = round trip travel charge of \$357.00).
7. Wait time not caused by the carrier will be charged at the applicable hourly rate.
8. A charge of \$75.00 will be applied for each additional stop other than the final destination
9. For all active members of the Armed Forces, Veterans, and senior citizens (65 years and older), the carrier will provide a \$50 discount.
10. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
  - (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
  - (b) Where the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one half hour.
  - (c) Where the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three quarters of an hour.
  - (d) Where the time involved is more than 45 minutes, the charge shall be for one hour.
11. Overnight truck storage fee is \$250, per truck, per day.

## **II. Fuel Surcharge**

A fuel surcharge of 12% of the total charges (labor travel and materials) will be added to each bill.

## **III. Packing Containers (Material Prices)**

Packing Containers/Material will be charged at Market Value price, plus 25%.

**IV. Bulky Items**

|  |                 |
|--|-----------------|
| <b>Motorcycles</b>                           | <b>\$80.00</b>  |
| <b>Piano / Pipe organ 400 pounds or more</b> | <b>\$75.00</b>  |
| <b>Grand Piano</b>                           | <b>\$75.00</b>  |
| <b>Safe</b>                                  | <b>\$75.00</b>  |
| <b>Hot Tub</b>                               | <b>\$150.00</b> |
| <b>Riding Mower</b>                          | <b>\$75.00</b>  |
| <b>Canoe / Small Boat</b>                    | <b>\$75.00</b>  |

**V. Billing / Other**

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

**VI. Rules and Regulations****A. Claims**

1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.
2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons Moving & Storage must be given a reasonable opportunity to inspect the damaged items.
3. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article.

**B. Computing Charges**

1. All My Sons Moving & Storage rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section I plus additional charges for packing containers, storage, fuel and bulky items as providing in Sections II, III, IV, and V.
2. All My Sons Moving & Storage reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to the Public Service Commission for approval, filed with ORS, and attached to the bill of lading.

**C. Governing Authorities**

1. All My Sons Moving & Storage rates and charges are governed by the terms and conditions of its tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the state of South Carolina.

**D. Items of Particular Value**

1. All My Sons Moving & Storage does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. All My Sons Moving & Storage will not accept responsibility for safe delivery of such articles if they come into All My Sons Moving & Storage's possession with or without All My Sons Moving & Storage's knowledge.

**E. Bill of Lading, Contract Terms and Conditions**

1. Each customer will be provided with a copy of All My Sons Moving & Storage's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.
2. Each customer will be provided with a copy of All My Sons Moving & Storage's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is attached is set forth below and its terms are incorporated by reference as if they were repeated verbatim here.
3. Each customer will be provided with a copy of All My Sons Moving & Storage's Customer Checklist. A copy of this Checklist is provided below, and its terms are incorporated by reference as if they were repeated verbatim here.



**NOTICE**  
**LIMITATION OF LIABILITY ON**  
**PRESSBOARD, PARTICLE BOARD AND/OR**  
**ENGINEERED WOOD FURNITURE**

Furniture manufactured from press-board, particleboard, and/or engineered wood is designed to be moved into a box from the manufacturer to the retailer and then to the end user unassembled. It is not designed to withstand the normal stress of a move as an assemble unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- **Option 1-** I/we choose to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the press-board, particleboard and/or engineered wood furniture, which may occur during the disassembly of the furniture.
- **Option 2-** I/we have engaged the services of another individual or company to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the press-board, particleboard and/or engineered wood furniture during the disassembly of the unit(s).
- **Option 3-** I/we am/are tendering furniture constructed of press-board, particleboard and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the press-board, particleboard and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press-board, particleboard and/or engineered wood furniture is inherently susceptible to damage as outlined above.

**SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, OR 3.**

Shipper, owner, or consignee: \_\_\_\_\_ Date: \_\_\_\_\_



## Customer Checklist

**\*\*\* Customer Please Read Carefully, This for your Protection!\*\*\***

1. **Items Left:** All My Sons Moving & Storage cannot be held responsible for items left at residence after loading. It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room with your driver to make sure everything is out prior to truck leaving job. **Initial:** \_\_\_\_\_
2. **Packed By Owner or "PBO":** Damages incurred to "PBO" items can not be compensated for the event of a claim as we did not pack theses items & are unaware of their existing condition. **Initial:** \_\_\_\_\_
3. **Valuables:** Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable family heirlooms on the moving truck. Please carry these items with you to protect their value.  
**Initial:** \_\_\_\_\_
4. **Appliances:** All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing, or electrical items. Our men are not qualified to do this nor is this part of All My Sons Moving & Storage's Policies and Procedures. **Initial:** \_\_\_\_\_
5. **Electronics:** All sensitive electronics and TVs (Plasma, LCD, LED) will need to go into their original boxes or crate. If needed, All My Sons Moving & Storage will build a box or crate for their protection. We can provide this for you at an additional charge as set forth above in Section III plus the appropriate hourly rate.  
**Initial:** \_\_\_\_\_
6. **Firearms/Chemicals:** We are **PROHIBITED BY LAW** from transporting firearms, ammunition, gun powder, primer, paints, fuel, or chemicals of any kind. All these items the customer is responsible for moving.  
**Initial:** \_\_\_\_\_
7. **Walls, Banisters, floors, ceiling, etc:** While attempting to move any furniture or other items into or out of any area of the home or property, the customer hereby accepts all responsibility for any piece, and any damage which may occur. **Initial:** \_\_\_\_\_
8. **Payment:** All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post billing. We accept Cash and Major Credit and Debit Cards: **Initial:** \_\_\_\_\_
9. **Valuation:** The customer is required to declare in writing the releases value of the property. The agreed or declared value of the property is hereby specifically stated by the customer and confirmed by their initials hereon to be not exceeding **60 cents per pound per article.** **Initial:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_